

G. W. ANDERSON

IBLA 75-414

Decided August 14, 1975

Appeal from decision of the Utah State Office, Bureau of Land Management, requiring execution of special stipulations as a condition precedent to the issuance of oil and gas lease U-27133.

Set aside and remanded.

1. Oil and Gas Leases: Applications -- Oil and Gas Leases: Consent of Agency -- Oil and Gas Leases: Stipulations

Where the Forest Service requests imposition of a stipulation effectively barring any occupancy or use of the surface as a condition precedent to the issuance of an oil and gas lease for lands in a national forest, the case will be set aside and remanded for consideration of a less stringent stipulation which the Forest Service has agreed to in other cases arising in the same and other national forests in Utah.

APPEARANCES: G. W. Anderson, pro se.

OPINION BY ADMINISTRATIVE JUDGE RITVO

G. W. Anderson has appealed from a decision of the Utah State Office, Bureau of Land Management (BLM), dated February 13, 1975, requiring him, as a condition precedent to the issuance of an oil and gas lease pursuant to his offer U-27133, to execute special "no surface occupancy" stipulations for lands in sections 20, 21, 28, 29 and 32, T. 37 S., R. 8 W., SLM, Dixie National Forest, Utah.

The Forest Service, Department of Agriculture, informed the BLM that it had no objection to the subject area being leased provided the BLM imposed standard Forest Service and BLM stipulations and, in addition, a "no surface occupancy" stipulation for the

entire area with the exception of "T. 37 S., R. & W., Sec. 21, W 1/2, E1/2SE1/4, NE1/4NE1/4." The Forest Service stated that the Dixie National Forest Environmental Analysis reports, on file with the BLM, were the bases for its recommendations.

In his statement of reasons on appeal, Mr. Anderson objects to the no surface occupancy stipulation because the BLM did not furnish him with any valid reason for its imposition. He further argues that the stipulation covers over 80% of the total lands in the offer and its imposition would make the lease practically worthless to him since he does not have an interest in adjacent land from which he could pursue directional drilling. Appellant requests that the BLM:

should either furnish \* \* \* good and valid reasons for the above "non surface occupancy" stipulation covering most of the lands in the offer, or should remove this stipulation from a sufficient area of the lands in the offer to permit Appellant to use his lease as the regulations intended.

[1] We note that stipulations similar to the one presently in issue were involved in Benjamin T. Franklin, 19 IBLA 94 (1975); James A. Krumhansl, 19 IBLA 56 (1975); and Rainbow Resources, Inc., 17 IBLA 142 (1974). The offers in these cases covered lands in the Dixie and other national forests in Utah. In the above cases the Forest Service indicated a willingness to substitute a somewhat less stringent stipulation which would allow additional surface activity. Similar action may be appropriate in the present case, and thus, we recommend that the BLM ask the Forest Service whether it would be inclined to make the same substitution again.

Therefore, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decision below is set aside and the case remanded for action consistent with the views expressed herein.

Martin Ritvo  
Administrative Judge

We concur:

Anne Poindexter Lewis  
Administrative Judge

Edward W. Stuebing  
Administrative Judge

